



1 GEORGE G. WEICKHARDT (SBN 58586)
 2 gweickhardt@rmkb.com
 3 WENDY C. KROG (SBN 257010)
 4 wkrog@rmkb.com
 5 ROPERS, MAJESKI, KOHN & BENTLEY
 201 Spear Street, Suite 1000
 San Francisco, CA 94105-1667
 Telephone : (415) 543-4800
 Facsimile : (415) 972-6301

2010 JUN 25 PM 4:22
 CLERK U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
 LOS ANGELES

6 Attorneys for Defendant
 7 CHASE BANK USA, N.A., erroneously sued
 herein as JPMORGAN CHASE BANK

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 ARSEN SHAMOYAN,
 12 Plaintiff,

13 v.

14 JPMORGAN CHASE BANK,
 15 Defendant.

Case No. CV10-4338 RSWL (SSx)

**COUNTERCLAIM OF CHASE
 BANK USA, N.A.'S AGAINST
 ARSEN SHAMOYAN**

16 CHASE BANK USA, N.A.,
 17 Counterclaimant,

18 v.

19 ARSEN SHAMOYAN,
 20 Counterdefendant.

22 Chase Bank USA, N.A. ("Chase"), a national banking association,
 23 counterclaims against counter-defendant ARSEN SHAMOYAN, as follows:

24 **JURISDICTION AND VENUE**

25 1. This is a compulsory counterclaim to the complaint herein.
 26 Jurisdiction is founded upon supplemental jurisdiction pursuant to 28 U.S.C. §
 27 1367(a).

FIRST CLAIM FOR RELIEF**(Breach of Contract)**

2. Counter-defendant Arsen Shamoyan is a resident of this district and is plaintiff in the above-entitled action.

3. Counterclaimant Chase Bank USA, N.A. is a national banking association with its main office in the State of Delaware.

4. On or about May 20, 2005, counter-defendant applied for and was issued a Chase credit card account (the "Account") which was governed by a cardmember agreement (the "Agreement"). Pursuant to the Agreement, counter-defendant agreed to pay Chase for all purchases made by, and cash advances obtained by, counter-defendant through use of his Chase Account; finance charges accruing on the Account; and late payment, returned payment, overlimit and annual membership fees.

5. The Agreement also contains a provision pursuant to which counter-defendant agreed to pay Chase's collection costs, including attorneys fees, court costs and all other expenses in the event that counter-defendant was in default because of a failure to make payment on the Account.

6. Counter-defendant has failed or refused to make all of the payments required under the Agreement, and there remains an unpaid balance under the Agreement in the amount of \$3,234.76. Wherefore, Chase Bank USA, N.A. prays for judgment as indicated below.

SECOND CLAIM FOR RELIEF**(Money Had and Received)**

7. Chase hereby incorporates as if fully set forth the allegations contained in paragraphs 1 through 7 above.

8. Within the last two years, cross-defendant became indebted to Chase in the amount of \$3,234.76 for money had and received.

WHEREFORE, Chase Bank USA, N.A. prays for judgment as follows:

1 1. For damages in the amount of \$3,234.76 plus interest pursuant to the
2 Agreement at the rate of 29.99% per annum from March 31, 2010, to the date a
3 judgment is rendered for Chase Bank on this counterclaim;

4 2. For its costs and attorneys fees as provided for in the Agreement; and

5 3. For such other and further relief as the Court deems proper.

6 Dated: June 25, 2010

ROPERS, MAJESKI, KOHN & BENTLEY

7
8 By: 

GEORGE G. WEICKHARDT

WENDY C. KROG

Attorneys for Defendant

CHASE BANK USA, N.A., erroneously
sued herein as JPMORGAN CHASE
BANK

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco